

Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

158. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

159. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's monopolization is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's monopolization, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XVII
(Tying Arrangements in Violation of Illinois Antitrust Act)

160. TSS realleges and incorporates the allegations contained in paragraphs 1-159 above.

161. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

162. QNI has engaged in illegal tying arrangements involving two separate products.

163. QNI agreed to sell advertising to customers in the Herald-Whig (in the Print Advertising Market) only on the condition that customers also purchase advertising in the Merchant (in the High Density Distribution Print Advertising Submarket), or at least agree that they would not purchase advertising from any other supplier, specifically including TSS.

164. In some instances, QNI effectively would not sell advertising in the Herald-Whig unless the particular customer also bought advertising in the Merchant; customers were thereby coerced to buy advertising in the Merchant, even though the customers did not want such advertising.

165. In some instances, QNI used its local radio and television stations to its advantage by offering package deals whereby, at below-cost prices, customers obtained advertising on QNI's local radio and television stations, and in the Herald-Whig and the Merchant.

166. QNI's below-cost pricing and its packaging policies made purchase of the tying products (the Herald-Whig, as well as QNI's local broadcast properties) and the tied product (the Merchant) together the only viable economic option for customers. Customers were thereby coerced to buy advertising in the Merchant, even though the customers did not want such advertising.

167. QNI had sufficient economic power in the Print Advertising Market for the tying product to enable it to restrain the trade in the High Density Distribution Print Advertising Submarket for the tied product.

168. A substantial amount of interstate commerce in the tied product (advertising in the Merchant) is affected.

169. QNI, by engaging in illegal tying arrangements, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

170. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

171. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's illegal tying arrangements is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3 and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's tying arrangements, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XVIII
**(Exclusive Dealing Arrangements in the Print Advertising Market
in Violation of Illinois Antitrust Act)**

172. TSS realleges and incorporates the allegations contained in paragraphs 1-171 above, and the allegations contained in all of the paragraphs in the preceding Counts above.

173. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

174. In the Print Advertising Market, QNI entered into illegal exclusive dealing arrangements with its customers in restraint of trade.

175. QNI entered into arrangements which required customers to purchase advertising in the Herald-Whig and the Merchant for a period of time exclusively from QNI, and forbade customers from purchasing advertising from QNI's competitors, specifically TSS.

176. QNI's conduct had a significantly adverse effect on competition in the Print Advertising Market in Quincy, Illinois, including significantly limiting the opportunities for competitors in that market, specifically including TSS, to effectively enter into and/or remain in that market.

177. QNI, by engaging in illegal exclusive dealing arrangements, willfully acquired or maintained monopoly power in the Print Advertising Market in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

178. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

179. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's illegal exclusive dealing arrangements is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff

TSS's actual damages as a result of defendant QNI's exclusive dealing arrangements, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000).

Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XIX

(Exclusive Dealing Arrangements in the High Density Distribution Print Advertising Submarket in Violation of Illinois Antitrust Act)

180. TSS realleges and incorporates the allegations contained in paragraphs 1-179 above.

181. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

182. In the High Density Distribution Print Advertising Submarket, QNI entered into illegal exclusive dealing arrangements with its customers in restraint of trade.

183. QNI entered into arrangements which required customers to purchase advertising in the Merchant for a period of time exclusively from QNI, and forbade customers from purchasing advertising from QNI's competitors, specifically TSS.

184. QNI's conduct had a significantly adverse effect on competition in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, including significantly limiting the opportunities for competitors in that market, specifically including TSS, to effectively enter into or remain in that market.

185. QNI, by engaging in illegal exclusive dealing arrangements, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

186. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

187. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's illegal exclusive dealing arrangements is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's exclusive dealing arrangements, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XX

(Predatory Pricing in the Print Advertising Market in Violation of Illinois Antitrust Act)

188. TSS realleges and incorporates the allegations contained in paragraphs 1-187 above.

189. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

190. QNI charged prices for advertisements in the Herald-Whig and the Merchant, together and separately, in the Print Advertising Market that were below costs.

191. QNI, by engaging in predatory pricing in the Print Advertising Market, and in light of its other conduct described above, willfully acquired or maintained monopoly power in the Print Advertising Market in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

192. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

193. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's predatory pricing is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3 and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's predatory pricing, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXI
(Predatory Pricing in the High Density Distribution Print Advertising Submarket in Violation of Illinois Antitrust Act)

194. TSS realleges and incorporates the allegations contained in paragraphs 1-193 above.

195. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

196. QNI charged prices for advertisements in the Merchant in the High Density Distribution Print Advertising Submarket that were below costs.

197. QNI, by engaging in predatory pricing in the High Density Distribution Print Advertising Submarket, and in light of its other conduct described above, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

198. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

199. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's predatory pricing is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3 and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's predatory pricing, and that the Court treble

said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXII
(Leveraging in Violation of Illinois Antitrust Act)

200. TSS realleges and incorporates the allegations contained in paragraphs 1-199 above.

201. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

202. QNI, by leveraging its monopoly power in the Print Advertising Market in Quincy, Illinois, to gain or keep a competitive advantage in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, and to keep or gain the monopoly it had and has in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

203. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

204. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's monopolistic leveraging is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3 and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's monopolistic leveraging, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXIII

(Refusals to Deal in the Print Advertising Market in Violation of Illinois Antitrust Act)

205. TSS realleges and incorporates the allegations contained in paragraphs 1-204 above, and the allegations contained in all of the paragraphs in the preceding Counts above.

206. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

207. QNI refused to deal with its competitor TSS's customers in the Print Advertising Market.

208. In the Print Advertising Market, QNI offered customers a reward of free or below-cost advertisements if they bought advertisements in the Herald-Whig and the Merchant to the exclusion of TSS, and threatened a corresponding punishment of oppressively high prices for advertisements if customers bought advertisements from TSS.

209. QNI acted on the "reward/punishment" choice it gave customers, rewarding the "loyal" customers with free and other below-cost prices, and punishing the "disloyal" customers with oppressively high prices.

210. QNI, by refusing to deal with TSS's customers, willfully acquired or maintained monopoly power in the Print Advertising Market, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

211. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

212. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's refusals to deal is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3 and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's refusals to deal, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXIV

(Refusals to Deal in the High Density Distribution Print Advertising Submarket in Violation of Illinois Antitrust Act)

213. TSS realleges and incorporates the allegations contained in paragraphs 1-212 above.

214. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or - exclude competition in such market.

215. QNI refused to deal with its competitor TSS's customers in the High Density Distribution Print Advertising Submarket.

216. In the High Density Distribution Print Advertising Submarket, QNI offered customers a reward of free or below-cost advertisements if they bought advertisements in the Merchant to the exclusion of TSS, and threatened a corresponding punishment of oppressively high prices for advertisements if customers bought advertisements from TSS.

217. QNI acted on the "reward/punishment" choice it gave customers, rewarding the "loyal" customers with free and other below-cost prices, and punishing the "disloyal" customers with oppressively high prices.

218. QNI, by refusing to deal with TSS's customers, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

219. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

220. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's refusals to deal is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3 and that this Honorable Court enter a judgment in an amount to be proved at trial and

of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's refusals to deal, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXV

(Attempt to Monopolize the Print Advertising Market in Violation of Illinois Antitrust Act)

221. TSS realleges and incorporates the allegations contained in paragraphs 1-220 above.

222. Alternatively, by engaging in the above conduct, QNI attempted to monopolize the Print Advertising Market in Quincy, Illinois.

223. QNI had specific intent to control prices and destroy competition in the Print Advertising Market in Quincy, Illinois.

224. QNI, by engaging in the conduct described above, engaged in anticompetitive conduct directed at accomplishing the unlawful objective of controlling prices and destroying competition in the Print Advertising Market in Quincy, Illinois.

225. There was and is a dangerous probability of success of QNI achieving a monopoly in the Print Advertising Market in Quincy, Illinois.

226. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

227. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's attempt to monopolize is at least Eight Million Eight Hundred-Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's attempt to monopolize, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXVI

(Attempt to Monopolize the High Density Distribution Print Advertising Submarket in Violation of Illinois Antitrust Act)

228. TSS realleges and incorporates the allegations contained in paragraphs 1-227 above.

229. Alternatively, by engaging in the above conduct, QNI attempted to monopolize the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

230. QNI had specific intent to control prices and destroy competition in the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

231. QNI, by engaging in the conduct described above, engaged in anticompetitive conduct directed at accomplishing the unlawful objective of controlling prices and destroying competition in the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

232. There was and is a dangerous probability of success of QNI achieving a monopoly in the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

233. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

234. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's attempt to monopolize is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's attempt to monopolize, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXVII

(Preliminary and Permanent Injunction for Violation of Illinois Antitrust Act)

235. TSS realleges and incorporates the allegations contained in paragraphs 1-234 above.

236. Due to QNI's conduct in violation of the antitrust laws, as described above, TSS is threatened with continuing loss and damage.

237. TSS is likely to succeed on the merits of its claims asserted in Counts XV-XXVI above.

238. TSS is threatened with irreparable harm with no adequate remedy at law as TSS will be forced to go out of business, imminently, if QNI does not cease and desist its anticompetitive conduct, which directly takes customers away from TSS.

239. The threatened injury to TSS outweighs any harm the injunction may inflict on QNI and TSS believes there is no such harm to QNI.

240. The granting of the preliminary and permanent injunction is in the public interest as consumers will benefit from free competition rather than monopolies.

241. The granting of the preliminary and permanent injunction is authorized by 740 ILCS 10/7.

WHEREFORE, plaintiff TSS prays that the Court issue a preliminary and permanent injunction prohibition defendant QNI from engaging in anticompetitive conduct consisting of predatory pricing, monopolistic leveraging, refusals to deal, illegal tying arrangements, and illegal exclusive dealing arrangements. Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT XXVIII
**(Tortious Interference with Prospective Economic Advantage
or Expectancy under Illinois Law)**

242. TSS realleges and incorporates the allegations contained in paragraphs 1-241 above.

243. There existed between TSS and customers within the Print Advertising Market and the High Density Distribution Print Advertising Submarket a valid business relationship or expectancy.

244. QNI knew of the relationship or expectancy between TSS and customers within the Print Advertising Market and the High Density Distribution Print Advertising Submarket.

245. Due to QNI's conduct, more fully described in the preceding counts, QNI intentionally and maliciously interfered with the relationships or expectancies between TSS and customers within the Print Advertising Market and the High Density Distribution Print Advertising Submarket, which induced or caused a breach or termination of such relationships or expectancies.

246. TSS thereby suffered damages as a result of having such relationships disrupted.

247. QNI's conduct was intentional, made with evil motive, and was with reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the rights of others.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have tortiously interfered with TSS's prospective economic advantage or expectancy, and that this Honorable Court enter a judgment in such an amount as will compensate TSS for its actual damages caused by QNI's tortious interference, and for punitive damages in such an amount as to punish QNI for

its conduct. Furthermore, plaintiff TSS prays that this Court award it the costs of the suit, reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

COUNT XXIX

(Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act)

248. TSS realleges and incorporates the allegations contained in paragraphs 1-247 above, and the allegations contained in all of the paragraphs in the preceding Counts above.

249. QNI engaged in unfair conduct, as fully described above in the preceding counts.

250. QNI's conduct offends public policy.

251. QNI's conduct is oppressive.

252. QNI's conduct caused TSS substantial injury, as described above.

253. QNI's conduct involves trade practices that negatively impact the Print Advertising Market and High Density Distribution Print Advertising Submarket in Quincy, Illinois, advertisers within that market, and end users of the products involved.

254. Thus, the public has been also been harmed by QNI's unfair conduct.

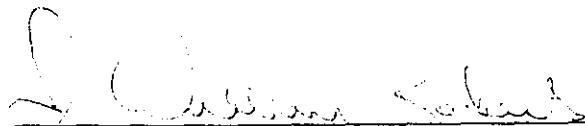
255. QNI's conduct was intentional, made with evil motive, and was with reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the rights of others.

256. QNI's above-described conduct constitute unlawful practices in violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act, 815 ILCS 505/2.

257. TSS states that it has complied with 815 ILCS 505/10a(d) by mailing a copy of this Complaint to the Attorney General of the State of Illinois.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated the Illinois Consumer Fraud and Deceptive Trade Practices Act, 815 ILCS 505/2, and that this Honorable Court enter a judgment in such an amount as will compensate TSS for its actual damages caused by QNI's unfair conduct, and for punitive damages in such an amount as to punish QNI for its conduct. Furthermore, TSS requests the Court to preliminarily and permanently enjoin QNI from engaging in its unlawful practices. Furthermore, plaintiff TSS prays that this Court award it the costs of the suit, reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,



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Attorneys for Plaintiff Tri-State Shopper, Inc.

CERTIFICATE OF SERVICE

I, Baldwin Robertson, hereby certify that I have on this Fifteenth day of February, 2002, sent via U.S. Mail, postage prepaid, copies of the "Reply Comments of the Office of Communication, Inc. of the United Church of Christ, National Organization for Women and Media Alliance" to the following:

Wanda Hardy+
Federal Communications Commission
445 Twelfth Street, S.W.
Room 2-C221
Washington, D.C. 20554

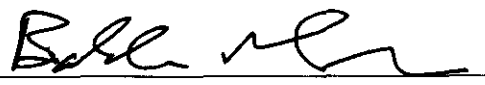
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